

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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PRATIK PATEL, individually and as a
shareholder of PAN KING, Inc. d/b/a NY Chicken &
Rice; LALIT PATEL, individually and as a partner of
PAN KING, Inc. d/b/a NY Chicken & Rice

Plaintiffs

DOCKET #
2:21-cv-00759-JS-SIL

-against-

NODDY SINGH, ARJUN SINGH, individually and as
shareholders of PAN KING, Inc. d/b/a NY Chicken &
Rice

Defendants.

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**DEFENDANTS NODDY SINGH, AND, ARJUN SINGH'S STATEMENT OF
UNDISPUTED MATERIAL FACTS**

Pursuant to Local Civil Rule 56.1 of the Local Rules of the United States District
Courts for the Southern and Eastern Districts of New York, Defendants NODDY SINGH,
ARJUN SINGH ("SINGHS") (collectively, "Defendants") respectfully submit this Statement
of Undisputed Material Facts in support of their motion for summary judgment against
Plaintiff PRATIK PATEL's ("PATEL" or "Plaintiff") Complaint:

1. Patel signed a shareholder agreement. (*See* Patel deposition pg. 7 :14-16).
2. Patel met Singhs three or more times before signing the shareholder agreement. (*See* Patel deposition I pg.21:1-7).
3. As per agreement the shareholders of PAN KING INC. are Singhs, and Patel. (*See* Patel deposition pg. 7 :17-25, pg.8: 1-4).

4. As per agreement Patel is a shareholder of PAN KING, with a 25% share in the company and Singhs each have 37.5% share in the company. (See Patel deposition pg. 7 :17-25, pg.8: 1-4).
5. As per agreement Patel was required to work 48 hours per week. (See Patel deposition pg.8: 10-12).
6. Patel was paid minimum wage for the hours that he worked. (See Patel deposition pg.56: 9-25, pg.57:1-25).
7. Patel didn't keep track of the number of hours he worked, although he did for other employees. (See Patel deposition pg.57:1-25).
8. Patel left for India between July 19 to July 29 for seven or nine days to get married. (See Patel deposition pg.87: 13-15, pg.88 :5-8, pg.89: 7-17).
9. During the time Patel took his trip to India he was not able to work the required minimum 48 hours. (See Patel deposition pg.89: 7-17).
10. Patel worked for Pan King Inc., from December 16, 2017 until there came a point in time when he decided to leave in January 2020. (See Patel deposition pg.11: 22-25, pg.12 :1-25, pg.13 :1-7 pg.101: 1-3).
11. At one point there was a significant drop in sales for Pan King, Inc. (See Patel deposition pg.81: 8-19).
12. On or about December 2019 to January 2020 Patel stopped working for Pan King Inc. (See Patel deposition pg.101: 1-3).
13. Patel stopped working for Pan King Inc. because he was not making a profit, his salary was not enough and he decided to move to New Jersey. (See Patel deposition pg.101: 4-7, pg.102, pg.103).
14. Patel did not provide any written notice before leaving Pan King, Inc. (See Patel I deposition pg.201: 22-25).
15. Patel was married in India on February 9, 2020. (See Patel deposition I pg.176: 13-22).

16. Patel moved to New Jersey in March of 2020. (See Patel deposition I pg.174:19-25).
17. Patel wanted to "move out" from the business after he came back from his trip to India. (See Patel deposition I pg.202:5-12).
18. Patel was an executive in the company who owned more than twenty (20%) percent of the shares. (See Patel deposition pg.7: 22-24, pg.60 :6-9).
19. Patel was the individual who signed the certificate of incorporation for Pan King, Inc. (See Patel deposition I pg.111: 3-19).
20. In 2017 Pan King, Inc. had seven employees (See Patel deposition pg.14: 1-8).
21. Patel told an employee Mr. Hossain, what hours to work, and directed his work. (See Patel deposition pg.41:17-24).
22. Patel retrieved cash to pay the salary of employees with no one else present. (See Patel deposition pg.36:15-25).
23. Patel received cash and check as compensation. (See Patel deposition pg.27:1-5, pg.46:6-18, pg.47:3-13).
24. Patel was given a predetermined fixed salary which was \$550 every week for the work he did before he left. (See Patel deposition pg. 54:22-25, pg.55, pg.56).
25. Patel cashed out from the register at the end of his shift (See Patel deposition pg. 41:6-10).
26. Patel hired Rehman Mohammed to work for Pan King, Inc. (See Patel deposition pg.7: 22-24, pg.94 :11-20).
27. Patel directed Singhs to bring inventory to Pan King, Inc. (See Patel deposition pg. 76:13-18, pg.89: 12-16, pg.95: 21-23, pg.96 : 16-18, pg.97 :17-19).
28. Patel brought inventory himself at least once a month by using the company debit card. (See Patel deposition I pg.43:5-25).
29. Patel had access to the company credit card for which he knew the pin number. (See Patel deposition I pg.44:3-10).
30. Patel signed checks for Pan King, Inc. he had access to the bank accounts. (See Patel

deposition I pg.45:5-25).

31. Patel took days off without consulting with anybody. (See Patel deposition pg.98:17-25, pg.99:1-2).

32. Patel kept payroll and attendance records for all employees who were working for Pan King Inc. (See Patel deposition pg. 106:11-25, pg.107:1-9).

33. Patel told several employees, including but not limited to Mr. Rehman, Carlos, Raj, Ashish, Veronica, how much to cook and what to do. (See Patel deposition pg. 107:10-25, pg.108, 109).

34. Patel made schedules for employees of Pan King, Inc. on multiple occasions. (See Patel deposition pg.93: 17-25, pg.95, pg.96, pg.97, pg.98, pg. 99, pg.100).

35. Patel made schedules for Singhs and told them when they should or should not come into work. (See Patel deposition pg. 75: 7-13, pg.93: 17-25, pg.95, pg.96, pg.97, pg.98, pg. 99, pg.100).

36. Singhs were compensated the same amount as Patel. (See Patel deposition pg. 77:5-11).

37. After the expansion of Pan King, Inc. it started to take losses and the business had difficulty making rent. (See Patel deposition I pg.200:8-24, pg. 201:1-4).

38. Patel stated he would share in the losses of the company. (See Patel deposition I pg. 167:5-10).

39. Patel received and acknowledged a text pertaining to the losses sustained by King after he left. (See Patel deposition pg. 102:4-25).